

IN THE CIRCUIT COURT OF
BLOUNT COUNTY, TENNESSEE

MICHELLE MILLER,

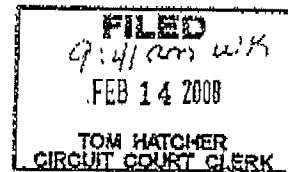
Plaintiff,

v.

RELiance STANDARD LIFE
INSURANCE COMPANY

Defendants

JURY DEMAND



COMPLAINT

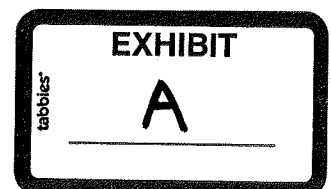
COMES the Plaintiff, Michelle Miller ("Plaintiff"), by and through undersigned counsel, and hereby brings the following Complaint against Defendant Reliance Standard Life Insurance Company ("Reliance Standard") stating as follows:

PARTIES

1. Plaintiff is an adult resident of Hamilton County, Tennessee.
2. Plaintiff alleges upon information and belief that Defendant Reliance Standard is the party obligated to pay benefits and to determine eligibility for benefits under Plaintiff's Employer's Long Term Disability Plan ("the Plan") and is an insurance company authorized to transact the business of insurance in this state. Reliance Standard is the underwriter for Group Policy Number LTD 109438, is an insurance company authorized to do business in this state, and may be served with process by serving the Commissioner of the Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Suite 660, Nashville, Tennessee 37243-1131.

VENUE

3. Venue is proper in Blount County, Tennessee.



DEFENDANT'S COPY

ERISA

4. The matters complained of herein do not fall within the preemptive scope of the Employee Retirement Income Security Act ("ERISA"), as the plan was provided to Plaintiff as part of the employment benefits provided by virtue of her employment with North Point Ministries, Inc., and qualifies as a church plan under 29 U.S.C. § 1002 (33), and is thus excluded from the preemptive scope of ERISA, by 29 U.S.C. § 1003(b).
5. Plaintiff asserts no claim pursuant to any federal law or statute.

FACTS

6. Plaintiff was employed by North Point Ministries, Inc. ("Employer") as the Director of Small Group Assimilation.
7. By virtue of her employment, Plaintiff was covered by Long-Term Disability Insurance Policy LTD 109438 ("Policy") issued and underwritten by Reliance Standard.
8. Plaintiff suffers from fibromyalgia and has severe related pain and fatigue. She stopped working in September 2005 due to her medical conditions.
9. Plaintiff applied for Disability benefits under the Policy.
10. Reliance Standard denied Plaintiff's claim on May 23, 2006, and Plaintiff appealed that decision.
11. Reliance Standard denied the claim again on June 28, 2007. According to the denial letter, Reliance Standard considers this its final decision.

COUNT ONE

BREACH OF CONTRACT

Plaintiff incorporates the allegations contained in paragraphs 1 through 11 as if fully restated herein and further states that:

12. Plaintiff was covered under the Disability Insurance Policy provided by her employer, specifically Group Policy LTD 109438, issued by Reliance Standard.

13. Plaintiff made a valid claim for benefits under the terms of the Policy, and Defendant has refused to pay.

14. Defendants have breached and continue to breach their contractual duties under the insurance policy by failing and refusing to pay benefits owed the Plaintiff. As a direct and proximate result of Defendants' breach, Plaintiff has suffered, and continues to suffer, substantial damages as previously set forth above.

COUNT TWO

BAD FAITH FAILURE TO PAY CLAIM

Plaintiff incorporates the allegations contained in paragraphs 1 through 14 as if fully stated herein and further states that:

15. Plaintiff was covered under the Long Term Disability Insurance Policy provided by her employer, specifically Group Policy 106946, issued by Reliance Standard.

16. At all times relevant to the matters alleged herein, Reliance Standard was under a duty to use good faith in the handling of Plaintiff's claim.

17. Plaintiff's claim for benefits is due and payable. Plaintiff, through counsel, gave a formal demand for payment to Reliance Standard on July 25, 2007, referencing Plaintiff's intent to seek bad faith penalties, and Reliance Standard has refused to pay benefits.

18. Reliance Standard impeded a legitimate and well-supported claim for benefits, which clearly shows intent not to honor the terms of the policy.

19. Reliance Standard acted in bad faith in denying benefits to Plaintiff.

20. As a direct and proximate result of Reliance Standard's actions in handling this claim, Plaintiff has suffered, and continues to suffer, monetary loss and damages.

21. Ga. Code Ann. §33-4-6(a) provides that, where an insurance company does not pay a valid claim for benefits within 60 days, and that refusal is in bad faith, the insurer is liable to the insured for an additional 50% of its liability.

22. Because Reliance Standard did not act in good faith in denying Plaintiff's claim for benefits, and did not pay Plaintiff's claim within 60 days, Reliance Standard is liable under Ga. Code Ann. §33-4-6(a) for additional damages in an amount up to 50% of liability.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Michelle Miller requests that this Court grant her the following relief in this case:

That the Court enter judgment in favor of Plaintiff and against Defendant and that the Court order Defendant to pay past due benefits to Plaintiff in an amount equal to the contractual amount of benefits to which she is entitled;

That the Court order Defendant to pay Plaintiff prejudgment interest on all benefits that have accrued prior to the date of judgment;

That the Court order Defendant to continue paying benefits to Plaintiff until such time as she no longer qualifies for continuation of benefits;

That the Court order Defendant to pay an additional 50% of the contractual liability for bad faith handling of the claim, pursuant to Tenn. Code Ann. § 56-7-105(a);

That the Court order Defendant to pay Plaintiff's attorneys fees and costs; and

That Plaintiff recover any and all other relief to which she may be entitled.


Plaintiff demands a Trial by Jury in this matter.

Dated this 13 day of February, 2008.

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF

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